



# TASK ORDER (TO) GUIDELINES

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**Defense Information Systems Agency (DISA)**  
Defense Information Technology Contracting Organization (DITCO)

## *Foreword*

The Encore Task Order (TO) Guidelines contain all the information you need to use the Encore contracts in order to obtain services, hardware, software and associated products to satisfy Information Technology (IT) activities at all operating levels. The Encore contracts were awarded under the Federal Acquisition Streamlining Act (FASA), which requires all of the Encore prime contractors be provided a fair opportunity to be considered for task order awards. DISA/DITCO-Scott (AQS) will occasionally revise these guidelines, as needed to improve the process of awarding and managing task orders under the Encore contracts. Changes in this revision **are shown in red**, and include:

- Elimination of all references to state and local governments
- A new Encore web address
- A new Past Performance web address
- Miscellaneous clarifications



**Questions about these TO Guidelines can be directed to:**

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Information regarding the Encore contracts, including the statement of work and links to the contractors' home pages can be found on the World Wide Web at <http://www.disa.mil/acq/contracts/encorchar.html>.

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# CHAPTER 1

## GENERAL INFORMATION

**1. Background.** The Encore contracts provide technical solutions for the Department of Defense (DoD) in support of its migration to an integrated and interoperable Global Information Grid (GIG), as well as other Federal agencies having similar Information Technology (IT) migration and integration needs. The Encore contracts represent an ongoing expansion of the Defense Information System Agency's (DISA) Defense Enterprise Information Services (DEIS) I and DEIS II contracts, awarded in Nov 1993 and Jul 1996, respectively. The Encore contracts are structured and managed in accordance with the rules for task order contracts, contained in the Federal Acquisition Streamlining Act (FASA) of 1994, and as specified in the Federal Acquisition Regulations (FAR) Part 16. In particular, task order awards will be based on the FASA-specified "fair opportunity to be considered." The Encore ordering procedures are similar to the procedures established for DEIS II, and are defined in Section G.6 of the contracts. These guidelines clearly define the types of work allowable under the contract, specify shared responsibility among customers, integration managers, Contracting Officers (KO) and KO-designated Task Monitors (TMs), in order to ensure that all customer statement of work (SOW) tasks are within the contract scope.

**2. Purpose.** The Encore TO Guidelines describe the roles and responsibilities for managing the Encore contracts, the procedures for preparing and submitting a requirements package in order to award a task order, and procedures for managing a task order from award, through execution, to final close-out. The Encore ordering procedures are described in Chapters 3 and 4.

**3. Applicability.** These guidelines apply to all customers using the Encore contracts including DISA activities, DoD components, non-DoD Federal agencies, state and local governments and U.S. Allies.

**4. Contract Terms.** The Encore contracts are Indefinite Delivery/Indefinite Quantity (ID/IQ) multiple award contracts that can accommodate Time-and-Materials (T&M), Firm Fixed Price (FFP) and Cost-Reimbursement (CR) type task orders, in accordance with FAR Subpart 16.5 - Indefinite-Delivery Contracts. The period of performance for the Encore contracts is eighty-four (84) months, consisting of seven, twelve-month contract years. The maximum order amount for all contracts combined over the seven-year contract life is \$2.0 billion.

**5. Contract Scope.** The Encore contracts provide all integration activities within and beyond the boundaries of the DoD. As a result, Encore contractors provide integration solutions for activities throughout all operating levels within the DoD in support of all functional requirements including Command and Control, Intelligence and Mission Support areas, and to all elements of the GIG. Enterprise-wide technical solutions include requirement documentation, benchmarking and baselining, process reengineering, prototyping, modeling, development, deployment operation and maintenance through the entire life cycle of the Automated Information System (AIS). Contractors will furnish the necessary personnel, materials, facilities, travel and other services required to provide worldwide integration support, systems engineering and related services. **This includes procurement of various applications and products that include, but is not limited to, hardware, software and licenses.** Technical solutions provided by the contractor exist within the scope of the following eleven task areas:

- Task Area 1 - Enterprise IT Policy and Planning
- Task Area 2 - Integrated Solutions Management
- Task Area 3 - Performance Benchmarking
- Task Area 4 - Business Process Reengineering
- Task Area 5 - Requirements Analysis
- Task Area 6 - Market Research and Prototyping
- Task Area 7 - Information and Knowledge Engineering
- Task Area 8 - Custom Application Development

- Task Area 9 - Product Integration
- Task Area 10 - Test and Evaluation
- Task Area 11 - Licensing and Support

The Encore contract statement of work (Section C of the contracts) contains a complete description of the task areas. All work provided for DoD organizations through the Encore contracts must be in accordance with approved DoD architectures, standards and guidelines. Customer statements of work, statements of objectives or performance work statements for individual task orders must reflect approved DoD architectures, standards and guidelines that apply to the services being provided.

**6. Contractors and Subcontractors.** [Attachment 12](#) contains a list of the Encore prime contractors and their respective subcontractor team members. Access the Encore contractor links from the Encore web site at <http://www.disa.mil/acq/contracts/encorchar.html> to view the most current list of prime and subcontractor team members. Individual companies may subcontract with any of the Encore prime contractors, regardless if that company is associated as a team member of one of the Encore prime contractors, to the extent that the subcontractor's team member agreement with the prime allows. A company is not allowed to perform as both a prime contractor and also a subcontractor to any other Encore prime contractor's team.

**7. Contract Type.** As stated above, the Encore contracts are ID/IQ contracts, designed for T&M or FFP type task orders, using the negotiated, fully-loaded (i.e. direct labor costs, overhead costs including program management, G&A expenses and profit) hourly labor rates that are contained in the Encore contracts. While Encore is designed primarily for FFP or T&M type TOs, there may be occasions where a cost-reimbursement (CR), e.g., cost plus fixed fee (CPFF) or cost plus award fee (CPAF) structure is more appropriate, due to the type of work required. Customers must provide the anticipated contract type for each TO requirement in their requirements package. Chapter 3 contains details on contract types.

**8. DISA Acquisition Approval Group (AAG).** Requirements packages submitted by DISA organizations must also annotate in Block 4 of [Attachment 1](#), Requirements Package Checklist, whether certification of their package was approved by the DISA AAG, as part of a Program Acquisition Plan.

## **9. Performance-Based Services Contracting (PBSC).**

a. Recent acquisition reform legislation requires agencies to introduce new contracting techniques into their business processes. Through the direction of the OMB Office of Federal Procurement Policy (OFPP) Policy Letter 91-2, it is *"the policy of the federal government that agencies use performance-based contracting techniques to the maximum extent practicable."* For more information on PBSC, refer to the Office of Federal Procurement Policy's Best Practices Handbook located at <http://www.arnet.gov/Library/OFPP/BestPractices/>.

b. When determined appropriate for an individual requirement, customer agencies should use the following methods to develop performance-based requirements:

(1) **Job Analysis.** Determine what the organization's needs are and the kinds of services and outputs that the contractor needs to provide. This provides a basis for establishing performance requirements, developing performance standards and indicators, writing the performance work statement (PWS), and producing a Quality Assurance Surveillance Plan (QASP).

(2) **Development of the PWS.** Describe the specific requirements the contractor must meet in performing the TO, including a statement of the required services in terms of output and measurable performance. The key elements of a PWS are a statement of the required services in terms of output; a measurable performance standard for the output; and an allowable error rate. The PWS describes the specific requirements the contractor must meet in per-

formance of the contract. It also specifies a standard of performance for the required tasks and the quality level the Government expects the contractor to provide. The PWS format is at [Attachment 4](#).

(3) Quality Assurance Surveillance Plan (QASP). The QASP defines what the Government must do to ensure that the contractor has performed in accordance with the PWS performance standards. This can range from a one-time inspection of a product or service to periodic in-process inspections of on-going product or service delivery. It is needed to ensure the Government receives the quality of services called for under the contract, and pays only for the acceptable level of services received. Since the QASP is intended to measure performance against standards in the PWS, these interdependent documents must be coordinated. Accordingly, writing the two documents simultaneously is both effective and efficient. The QASP format is at [Attachment 2](#).

(4) Performance Evaluation and Reporting. Determine if the contractor has performed to the standards identified in the PWS. For task orders amounting to \$1M or more, customers report semi-annually on Encore contractor performance, using the Army's on-line **Past Performance Information Management System (PPIMS)** at <https://apps.rdaisa.army.mil/ppims/prod/ppimshp.htm>.

**10. Requirements Package Processing Timeline.** The ordering process is usually completed in about three weeks. Unless a fair opportunity exception applies, or a requirement is set-aside for only the small business primes, all Encore contractors will be notified by the KO of a task order request for proposals and will be provided a fair opportunity to respond to the request. Details concerning this process are contained in Chapter 4.

**11. Fiscal Year (FY) Cut-Off Date.** The cut-off date each year for submitting firm fixed price or time-and-materials requirements that must be awarded by the end of the fiscal year, 30 September, is **10 September**. Requirements received after this date are not guaranteed award by the fiscal year end, which may result in adverse funding impacts.

## **12. Encore Web Site.**

a. DISA maintains a web site to provide information on the Encore contracts. This site currently contains:

- Encore home page describing contract characteristics
- Encore contracts including statement of work
- Encore task order guidelines
- DISA and contractor points of contact
- Contractor information and links to the prime contractors' web sites
- Link to web-based past performance evaluations
- Ongoing requirements tracking
- Task order awards available for download or online review

b. Updates are added to the site occasionally. The Encore web site address is:

<http://www.disa.mil/acq/contracts/encorchar.html>

**13. Task Monitor Training.** Task monitors are procurement officials, responsible for preparation and definition of statement of work requirements and the evaluation of vendor proposals. Procurement officials are required to complete ethics training, procurement integrity training and file financial disclosure reports. Task monitors should inquire with their personnel, training and/or legal offices to ensure that all procurement official requirements are met.



#### **14. DISA Task Monitor Training Certification (applies to DISA customers only!).**

a. DISA Primary and Alternate TMs are required to complete Contracting Officer's Representative (COR) training prior to appointment in accordance with DISA ACQ policy, and must complete refresher training annually. Provide the date (month and year) on the Encore Requirements Package Checklist at [Attachment 1](#) that COR training has been completed for both the Primary and Alternate TMs. For additional information concerning COR training, consult the DISA Acquisition Regulation Supplement (DARS), Subpart 1.602-2-90(b), <http://www.disa.mil/d4/dars/pt1.html#1.6>.

b. If the task order effort is mission critical, DISA customers may be designated as TMs prior to completion of training, with the understanding that training will be completed within thirty (30) days of the task order award date. Although a number of qualifying COR courses exist, one place that TMs can obtain the required training is at the Federal Acquisition Institute (FAI) OnLine University web site:

<http://www.faionline.com>

c. This web site contains the COR Mentor Course which consists of eighteen (18) individual modules on a variety of contracting-related subjects. When this training is completed, TMs shall promptly submit certification of completion to the Contracting Officer (KO).

d. This web site may also be used to complete mandatory, annual COR refresher training. TMs may choose to complete any six of the eighteen COR Mentor Course modules to fulfill refresher training requirements. When this training is completed, TMs shall likewise submit certification of completion to the KO.

e. If you have problems accessing or using the FAI OnLine web site, e-mail an FAI technical representative at [faikc@meridianski.com](mailto:faikc@meridianski.com).



## **CHAPTER 2**

### **ROLES AND RESPONSIBILITIES**

#### **1. Defense Information Technology Contracting Organization (DITCO)-Scott (AQSS3) (Program Manager).**

DITCO-Scott (AQSS3) performs the functions of program manager (PM) and steward for the Encore contracts. In this role, the PM assists customers in defining and analyzing requirements for attaining an integrated and interoperable GIG. The PM works in partnership with customers in and outside of DISA, including Defense agencies, DoD components, other Federal agencies and U.S. Allies to help understand how Encore can best be used to meet their integration requirements. The PM, through occasional In-Process Reviews (IPRs) and other venues, ensures, among other things, that the work being performed by Encore contractors is in accordance with, and can be integrated with, approved DoD standard communications, security, data and other defined technical solutions.

#### **2. DITCO-Scott (AQSS32) (Contracting) and DITCO-Scott (AQSC4) (Finance).** DITCO-Scott (AQS) performs all contract management and invoice processing functions for the Encore contracts, including:

- Receiving and reviewing each requirements package and each contractor proposal to ensure the documents are complete, accurate and in accordance with the contracts and these guidelines
- Providing advice and guidance to contractors and customers regarding contract scope; acquisition regulation requirements; and DISA contracting policies
- Represent the KO's position at various contract-related meetings including Encore Executive Council Meetings, IPRs, negotiating sessions and working meetings
- Approving and issuance of Encore electronic task orders (ETOs) and task order modifications
- Appointing Encore Task Monitors
- Providing full function invoice and billing management

#### **3. Customers.** Customer agencies identify Task Monitors (TM) who are responsible for:

- Defining requirements
- Naming Primary and Alternate TMs to serve as the customer's main point of contract for both pre- and post-TO award processes and functions
- Funding the work to be performed under Encore TOs
- Conducting, in accordance with these guidelines, a best value analysis during fair opportunity competition
- Monitoring and evaluating the contractor's performance on each TO
- Providing technical support to the KO on TO issues
- Working with the KO and the contractor to ensure that the contractor performs the requirements specified in the TO
- **Providing past performance assessments**
- Adhering to the requirements and procedures defined in the Encore contracts and these guidelines
- Providing acceptance and rejection information to the DITCO Financial Management Services Division (AQSC4) for all invoice processing. TMs must be technically proficient concerning their requirements and familiar with the policies and procedures of these guidelines. In addition, individuals named as TMs should obtain appropriate training from their agencies. Further information on TM responsibilities during TO execution is contained in Chapters 4 and 5.

#### **4. Contractors.** The principle role of the contractors is to perform the work described in the awarded TOs. All contractor performance and deliverables must meet the requirements set forth in the TO and in the Encore contracts.

**5. Ombudsman.** Under FAR 16.505(b)(4), vendors who are not selected to perform work under a task order award may contact the designated Agency contract Ombudsman for the Encore contracts. The Ombudsman is responsible for reviewing complaints from the contractors and ensures that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract and established guidelines. The designated Ombudsman for the Encore contracts is:

Director for Acquisition, Logistics and Facilities  
DISA/ACQ  
5111 Leesburg Pike  
Suite 900, Skyline 5  
Falls Church, VA 22041-3206  
Phone: (703) 681-0203

## CHAPTER 3

### REQUIREMENTS PACKAGE PREPARATION

#### 1. General.

a. Submitting Packages. The requirements package is the basis for processing and awarding an Encore TO. When complete, TMs shall submit requirements packages *electronically* by e-mail to:

[encore@scott.disa.mil](mailto:encore@scott.disa.mil)

DITCO-Scott (AQS), and other authorized ordering offices, are able to only process complete requirements packages. A complete requirements package is defined as one containing all documents listed in Block 4 of [Attachment 1](#). Refer to Chapter 3 of these guidelines for a detailed description of each document. If at all possible, customer agencies should **avoid submitting partial requirements packages** since it results in processing time delays and because it is difficult to match the individual parts to determine whether or not a complete package has been received. DITCO-Scott (AQS) encourages that all requirements package documents be submitted electronically to the above e-mail address. Note that although some of the documents can be faxed, **it is mandatory that the SOW or PWS be submitted electronically**. In the event that a document can not be submitted electronically, it may be sent by fax to the attention of "Encore" at (618) 229-9177. Any document sent by fax should be submitted the same day as the electronic package and must clearly show which electronic package the document belongs with in order to be considered a complete requirements package. Requirements packages must be UNCLASSIFIED, regardless of the classification of work to be performed.

b. Acquisition Planning and Execution (APEX) System. There are two methods for creating the requirements package.

(1) The first, and preferred, method is the traditional one in which a TM uses the various Microsoft Office applications (MS Word, MS Excel, etc.) to draft the documents of the requirements package and then submits them in accordance with the instructions provided below.

(2) The second method utilizes a web-based system called APEX that DISA has created to prepare the requirements package. Users can access a single web site and prepare all the necessary core documents on-line without the need for having any applications, other than a standard web-browser, resident on their workstation. The current version of the system (APEX v1.1) allows users to prepare and print all of the documents, as well as to save the documents in electronic format for dissemination. A future version of the system will contain a built-in workflow module to allow users to electronically route their entire requirements package to all those that need to review and/or approve it. Users can access the system at <https://www.ditco.disa.mil/products/ASP/welcome.ASP>, which is the DISA Direct Homepage. Instructions on accessing the system are contained in [Attachment 9](#) of these guidelines.

**2. Requirements Package Checklist and Certification.** The checklist is the cover document for the Encore requirements package. The Encore Requirements Package Checklist and Certifications at [Attachment 1](#) lists the items that must be included in the package when it arrives at the ordering office. Also, please remember to indicate in Block 2 of the checklist the date on which you first began work on this particular requirement. DITCO-Scott (AQS) tracks acquisition lead-times to include the amount of time spent prior to submission of a package to the KO.

**3. Statements of Work (SOW) and Performance Work Statement (PWS).** Customer agencies may choose from between these two formats, depending on the nature of the individual requirement. The SOW or PWS is the heart of the TO. All Encore SOWs and PWSs adhere to a standard format; the SOW format is at [Attachment 3](#) and the PWS format is at [Attachment 4](#). This standard format significantly contributes to fast, streamlined processing times since

customers, vendors and contracting personnel know exactly where to find specific information quickly. As the performance-based services contracting concept becomes increasingly important to customer agencies, the PWS formats may be considered for use. This format includes performance standards designed to allow TMs to measure the efficiency and effectiveness of the contractor's performance. In other words, TMs will evaluate both the quality of the products and services delivered and the manner in which they were produced. TMs must be sure to include their agency's Department of Defense Activity Address Code (DODAAC) in the SOW or PWS where indicated in order to facilitate contract reporting and invoice payment through the Electronic Data Access (EDA) process. Refer to the DODAAC web site at <https://dodaac.wpafb.af.mil> for additional information.

#### 4. Independent Government Cost Estimate (IGCE).

a. The IGCE helps the KO determine the reasonableness of a contractor's cost and technical proposals and gain assurance that there is a "meeting of the minds" between the customer and the contractor regarding the scope of the TO. If discussions or negotiations are necessary prior to TO award, the IGCE assists in developing and presenting the customer's position. The IGCE is for GOVERNMENT USE ONLY and shall not to be made available to Encore contractors.

b. [Attachment 7](#) includes composite IGCE rates, as well as the negotiated rates of each of the prime contractor's approved Encore labor categories, and the General and Administrative (G&A) percentage markup on other direct costs (ODCs). Refer to Section J, Attachment 2 of the Encore contracts for descriptions of the labor categories.

c. Figures for ODCs must be supported by the work described in the SOW or PWS. Attach a separate sheet to the IGCE detailing the estimated ODCs (if using APEX a separate sheet is not required, just enter the breakdown of ODCs directly into the IGCE portion of the system where specified). Identification and justification must be provided for travel, hardware, software or other Federal Information Processing (FIP) resources so that the contractor can propose appropriate costs. Note that prior to any hardware or software purchase, the contractor must obtain KO approval in accordance with the required DFARS 239.7305 documentation/justification. Once the subtotal for labor plus ODCs is calculated, the DITCO-Scott (AQS) **2% fee must also be calculated and indicated** on the IGCE.

d. The Encore contracts allow for purchase of both technical support services as well as hardware (HW), software (SW), telecommunications services or other FIP resources. Include a list of all resources required. If actual HW/SW need is unknown, indicate the dollars available for the purchase, e.g., the SOW may request the contractor to test HW/SW in order to determine which will be purchased.

#### 5. Funding Documents.

a. Encore TOs are funded by the customer organizations that request orders to be placed on contract. A certified funding document for the amount shown in the IGCE must be included in the Encore requirements package when the package is submitted to the ordering office for processing. **Customers are solely responsible for ensuring that the correct appropriation is cited** and the period of performance is addressed with the correct fiscal year appropriation in order to satisfy "bona fide need" concerns.

b. Subject to Availability of Funds (SAF).

(1) When an Encore requirements package is submitted with the intention of awarding for performance in the next fiscal year, it must be accompanied by a signed funding document containing approved language regarding SAF status. The requirements package will typically include a planning MIPR, stating that funds are SAF, pending receipt of the next fiscal year's (FY) appropriation. The DD Form 1155 award document will also state that funds are SAF.

(2) Some agencies use "no-year" funding in which funds become automatically available at the start of the next FY. If the funding provided is not currently available for obligation, but will automatically become available at the

beginning of the next FY, the following statement must be included on the funding document: “Funds in the amount of \$xxx.xx are certified and available for obligation beginning 1 Oct 20xx.” This same statement will also appear on the DD Form 1155 award document.

c. DoD customers must use the **mandatory method** of providing reimbursable authority through the use of Military Interdepartmental Purchase Requests (MIPRs). Whenever possible, **it is preferred that the MIPR be submitted in electronic form**; either a scanned document or your agency’s electronic format is acceptable. The funding document must be prepared as follows:

d. Prepare a **reimbursable** (category 1) MIPR to cover the estimated cost of the TO as calculated in your IGCE. Other required information on each MIPR includes:

MIPR BLOCK NO.	CONTENTS
7. TO:	DISA/DITCO-Scott (AQSS32) Attn: Encore Contracting Officer 2300 East Drive Scott AFB, IL 62225-5406
8. FROM:	<p><b>Include the following:</b></p> <ul style="list-style-type: none"> <li>a. TO Title (from the SOW or PWS) (Contract # and TO # if modification)</li> <li>b. Total dollar amount (requirement plus fee)</li> <li>c. “This MIPR is <input type="checkbox"/> is not <input type="checkbox"/> issued in accordance with the Economy Act.” (check the appropriate box)</li> <li>d. Funds Expiration Date for Obligation Purposes: (dd/mm/yyyy)</li> <li>e. If the Financial POC differs from the POC in Block 8, indicate name, phone number, and fax number.</li> <li>f. <b>E-mail address.</b> This will allow finance to e-mail the acceptance document immediately.</li> </ul>
13. MAIL INVOICES TO:	Enter the appropriate customer billing address for submitting SF 1080.

e. Address and send your MIPRs directly to the Encore Contracting Officers.

f. Direct all other financial inquiries and requests for MIPR acceptances (DD Form 448-2) to DITCO-Scott (AQSC4) at [RecMIPR@scott.disa.mil](mailto:RecMIPR@scott.disa.mil).

g. Make every effort to include the MIPR with the requirements package. If, for some reason, funding is provided by another source and can’t accompany the requirements package, include as much information as possible on the MIPR (i.e. Encore Tracking Number, Contract and TO numbers (if known) or the SOW/PWS title, so that the MIPR can be matched with the appropriate requirements package when it is received. DITCO cannot begin package processing without funding for the total amount identified in the IGCE. **A single funding document can apply to only one task order, however, a single task order can be funded by multiple funding documents.**

h. If during the proposal/negotiation process the cost of the TO is determined to exceed the original estimate and MIPR amount, the ordering office will notify the TM that a MIPR amendment is required. The MIPR amendment must include both the amended TO amount and the amended fee amount. If the TO is awarded for less than the IGCE, the customer may request that the difference be returned by a MIPR/funding document amendment.

i. For non-DoD customers, the process is identical to the one described above, except that non-DoD customers are not required to use the MIPR form, but may use their own form or format. Whatever form is used, it must contain the following information.

- Point of contact for billing purposes
- Title of the SOW or PWS being supported by this fund citation (Contract # and TO # if for modification)
- Appropriate Encore Contract Number
- Identification of the fee amount
- Amount of funds provided
- Fund citation if applicable
- Billing address
- Funds expiration date for obligation purposes
- Date the document is created/signed

j. Incremental Funding. If a requirement is going to be incrementally funded, **include the dollar amount that will be incrementally funded and wording to that effect in Block 9.b of the MIPR**. This only applies to the description block and shall not be included in Block 11, grand total of funds (which will reflect only the amount of funds currently available). Do not identify a line of accounting in Block 14 for the incremental dollar amount. In order to incrementally fund a requirement, the effort must be severable. Most technical support services are severable, provided the Government receives benefits throughout performance. An example of a project that is non-severable is one in which the Government receives a single outcome, such as a report, at the end of performance and there is no benefit or the Government received nothing at any time prior to the delivery of this outcome at the end of the performance period. Many technical support services provide daily benefits that include status reports, and by definition, are severable, and can be incrementally funded. Note that the task order must also be either a time-and-materials (T&M) or cost-reimbursement (CR) type, and FAR 52.232-22, Limitation of Funds, applies. Incrementally-funded task orders may cross fiscal years but each fiscal year's funding must be obligated and used within that same fiscal year.

## 6. Contract Types.

a. The Encore contracts are designed for FFP or T&M type task orders, using the negotiated, fully-loaded (i.e., direct labor costs, overhead costs including program management, G&A expenses and profit) hourly labor rates. While Encore is designed primarily for FFP or T&M type TOs, there may be occasions where a cost-reimbursement (CR) structure is more appropriate, due to the type of work required. **Because CR TOs do not use the negotiated Encore labor rates, the processing time is longer.** When the contractor uses the negotiated labor rates in its proposal, the resulting TO is FFP or T&M and the price analysis performed by the KO is simple since it is based on rates already negotiated and established under the contract. However, if the customer requests, or the contractor proposes, a CR contract type, there are no agreed-upon methods or rates. Under a CR-type arrangement, a cost analysis is required that is unique to the proposal and cannot be completed in the same timeframe as that of FFP or T&M types. The KO must check all rates for a variety of labor categories, overhead, G&A and fees that are added to the direct labor. This checking requires coordination with various Defense Contract Audit Agency (DCAA) offices. If DCAA and the contractor differ on an element of cost, negotiations must be held to resolve the difference. The contractor's proposed profit or fee may also require negotiation. Once agreement is reached, the KO **may need to** obtain certificates of current cost or pricing from the involved prime and subcontractors. Finally, a detailed negotiation memorandum must be produced to justify the negotiated cost. As a result, **the estimated time required to process a CR TO is 90 calendar days.**

b. The **customer must indicate the anticipated contract type** for each TO requirement on the Encore Requirements Package Checklist. The following paragraphs describe each contract type and what, if any, justification information must be provided by the customer in the requirements package.

(1) Firm Fixed Price (FFP). A firm fixed price contract provides for a price that is not subject to any adjustment. It places a significant risk upon the contractor and full responsibility for all costs, resulting in a profit or loss. It also provides the maximum incentive for the contractor to control costs and perform effectively. It is suitable for acquiring services on the basis of reasonably definite functional or detailed specifications when performance uncertainties can



be identified and reasonable estimates of their cost impact can be made. FFP type orders are most appropriate for performance-based services contracting (PBSC), utilizing the PWS requirements format.

(2) Time-and-Materials (T&M). A T&M contract type may be used only when it is not possible at the time of placing the order to accurately estimate the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. This contract type provides no positive profit incentive to the contractor for cost control or labor efficiency. Accordingly, appropriate Government surveillance of contractor performance is required to provide reasonable assurance that efficient methods and effective cost controls are being used. A T&M contract type may only be used after the KO executes a determination and findings (D&F) that no other contract type is suitable. Therefore, ***the customer must provide the reasons why it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.***

(3) Cost-Reimbursement (CR). A CR contract type may be used only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy and the fixed labor rates in the contract can not apply. A CR contract type may be used only after the KO executes a D&F that demonstrates that this contract type is likely to be less costly than any other type or it is impractical to obtain services of the kind or quality required without the use of this contract type. In order to use this type of contract, ***the customer must provide rationale as to why the fixed labor rates can not apply and provide the reasons why this contract type is likely to be less costly than any other type, or why it is impractical to obtain services of the kind or quality required without the use of this contract.***

**7. Economy Act Decisions.** Contracting by DISA of services or supplies for another Government agency constitutes an interagency acquisition. Under the Economy Act (31 U.S.C.1535), the head of the requesting agency must determine that contracting for its requirements is in the best interest of the Government. The ***Economy Act determination must be identified on the funding document.*** In addition, non-DISA customers must indicate on their Encore Requirements Package Checklist that appropriate Economy Act decisions have been made.

## **8. Proposal Evaluation Plan** (not required if a fair opportunity exception applies; see Chapter 4, Paragraph 2.a).

a. The TM shall provide the evaluation plan at [Attachment 6](#), which sets forth the desired evaluation factors and associated weights. Mandatory factors are Past Performance, Technical/Management Approach and Cost. The TM must specify which specific areas of past performance and technical/management approach are going to be evaluated. These areas should correspond with and relate to the specific requirements set forth in the SOW. TMs may add other factors to the mandatory list if the requirements of the SOW dictate the need for additional factors.

b. TMs shall also indicate whether the estimated value of the effort can be revealed to the vendor. The purpose of revealing this information is to allow the customer more insight during proposal evaluation of the mix of labor categories and number of labor hours and other direct costs that a contractor proposes given the budget constraints for a particular requirement. This information facilitates the customer's determination of best value.

c. Proposals can be evaluated on either a "best value trade-off" or "lowest-price, technically acceptable" basis.

(1) Best Value Trade-Off. Evaluation factors shall be weighted to indicate which are most important to you in making a best value trade-off decision. The total weights of all non-cost factors must equal 100%. Percentages are applied to technical/management approach, past performance and any other non-cost factors for which you may want to evaluate contractor proposals. Cost is not weighted in order to provide an independent comparison between cost and all non-cost factors. That is how you make your best value trade-off decision. You must also indicate whether all non-cost evaluation factors, when combined, are significantly more important than, approximately equal to, or are significantly less important than cost.



(2) Lowest-Price Technically Acceptable. If cost is significantly more important than all non-cost factors combined, you may wish to consider indicating that your vendor selection will be based on the lowest-price, technically acceptable offer. In this instance, all non-cost factors essentially relate to a “pass/fail” consideration and all proposed offers that are technically acceptable “pass.” They are then compared in order to determine the lowest price, which will be the proposal that is selected for award. **Although not prohibited, it is not necessary to assign weights to the non-cost factors when conducting this method of evaluation.**

(3) However it is decided, the contractors need to know in advance which way their proposals will be evaluated. The Encore Proposal Evaluation Plan can be used for either evaluation method.

**9. Task Monitor Certification.** The designated Primary and Alternate Task Monitors must each sign the Encore Requirements Package Checklist indicating that they understand and accept the TM responsibilities associated with using the Encore contracts, and that if they fail to execute their responsibilities, results could include the inability of DISA to accept further work from their organization. Electronic signature of “//signed//” is acceptable.

**10. Acquisition Planning.** If the task order is expected to exceed the DFARS dollar threshold of \$30M or more for all years, or \$15M or more for any fiscal year, the customer agency is required to prepare an Acquisition Plan and submit it along with the requirements package. See FAR 7.105 and DFARS 207-105 for the contents of acquisition plans.

**11. Common Mistakes.** [Attachment 10](#) is a useful checklist to help TMs ensure that their requirements package has been completed in accordance with these guidelines. It enables you to screen your package for the most common mistakes found in Encore requirements packages, and may be used in conjunction with the Encore Requirements Package Checklist and Certifications, it serves as a double-check to ensure your package is complete and clean.

## CHAPTER 4 ORDERING PROCESS

### 1. General.

a. Fair Opportunity to be Considered. All products and services provided acquired under the Encore contracts are provided through award of task orders by a DITCO-Scott (AQS), or other authorized ordering office, Contracting Officer. Encore TOs are awarded in accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b) requirements for “fair opportunity to be considered.” Specifically, FASA states that:

*“...each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500. In determining the procedures for providing awardees a fair opportunity to be considered for each order, contracting officers shall exercise broad discretion and may consider factors such as past performance, quality of deliverables, cost control, price, cost, or other factors that the contracting officer, in the exercise of sound business judgment, believes are relevant to the placement of orders. Such procedures need not comply with the competition requirements of 48 CFR (FAR) Part 6. The contracting officer need not request written proposals or conduct discussions with multiple contractors before issuing orders unless the contracting officer determines such actions to be necessary.”*

b. Types of Task Order Awards. There are three distinct ways in which task orders can be awarded under the Encore contracts. Awards can be made following a fair opportunity competition among all Encore awardees, including both full and open and small business set-aside contractors (that are qualified in the task areas applicable to the requirement). Awards may also be made following competition among the qualified small business set-aside awardees only, when requirements are designated for the small businesses exclusively. Lastly, awards can be made as “sole source” when one of the exceptions to fair opportunity applies.

c. Section 508 Determination for Task Orders. In 1998, Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain or use electronic and information technology (E&IT). Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. As a result, proposals submitted by vendors for task order requirements must first be evaluated to determine if they are in compliance with the law. The customer agency's requirements official must complete the Section 508 Determination on the Encore Requirements Checklist and Certifications, [Attachment 1](#) to these guidelines. If any of the Technical Standards and Functional Performance Criteria are determined to be applicable to the acquisition, they must also be included in either Paragraph 13 of the SOW or Paragraph 15 of the PWS.

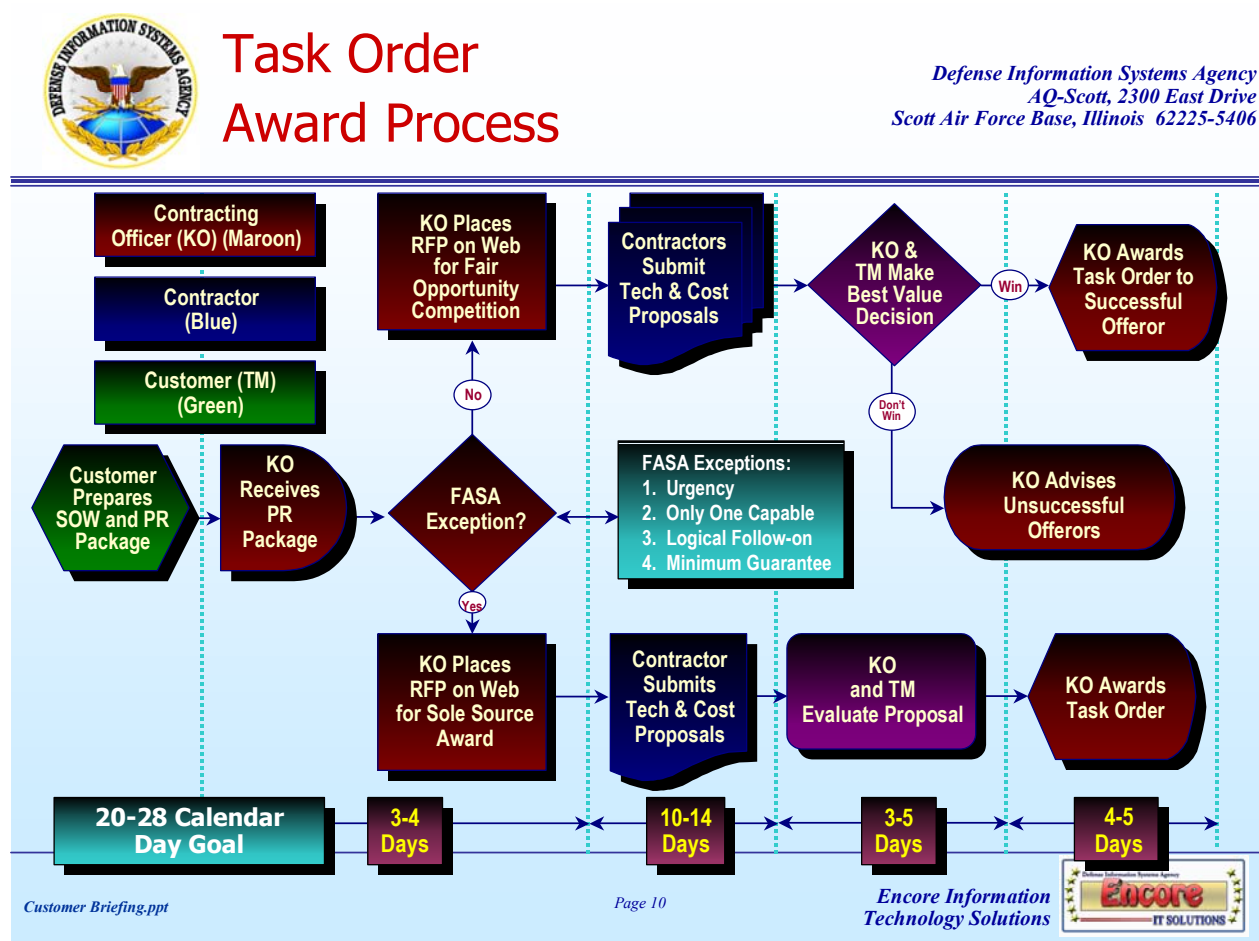
(1) Section 508 Policy. An offer of E&IT shall initially be considered eligible for award only if it meets the applicable accessibility standards, as identified in Section C.2.2.4 of the Encore contract statement of work. If no offer meeting all applicable provisions of the accessibility standards can be accepted without imposing an undue burden upon the agency, or if no offer fully satisfies all of the applicable accessibility standards, those offers of E&IT that meet some of the applicable standards will be considered eligible for award. These offers will be ranked and considered for award in the order that they best meet the accessibility standards. However, no lower ranked offer may be considered for award unless all higher ranked offers have been eliminated as imposing an undue burden on the agency. If all ranked offers have been eliminated, then offers that met none of the applicable accessibility standards may be considered eligible for award.

(2) Voluntary Product Accessibility Template. Refer to <http://www.itic.org/policy/vpat.html>, which contains a template that can be used to assist Federal contracting officials in making preliminary assessments regarding the

availability of E&IT products and services. The template lists all of the Section 508 standards and provisions. It also provides a form in which the requirements community can assess the degree that the product and/or service complies with Section 508 of the Rehabilitation Act.

(3) Section 508 Evaluation Procedure. Proposals will first be reviewed to determine if they meet the accessibility standards, after which they will be evaluated in accordance with the stated evaluation criteria to determine an award. Proposals will be screened to determine whether they fully meet, partially meet or fail to meet the accessibility standards. In the event that one or more offers are determined partially-compliant, based on the subjective judgment of the requirements official, documentation shall be included with the Selection Recommendation Document (SRD) describing which offer best meets the accessibility standards. Prior to award, the Task Monitor must document why the awardee was better at meeting the accessibility standards than the other offers.

d. Task Order Award Process. The typical Encore task order award process is illustrated below:



e. Fair Opportunity Exceptions. The fair opportunity process must be used for all requirements unless either designated for a small business set-aside or one of the following FASA-defined exceptions applies. ***If an exception applies, indicate that exception on the Selection Recommendation Document and include in the initial requirements package.***

(1) The agency need for services is of such urgency that providing such opportunity would result in unacceptable delays. Use of this exception requires a detailed, explicit justification that includes reasons why the usual Encore processing average of 21 calendar days is unreasonable.

**(2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized.** Consideration may be given to this exception when the SOW is required to be written in a manner that would reveal proprietary information of a specific single contractor such as a technical or intellectual solution, or a unique method of solving problems. This could alleviate the potential for “technical transfusion” as prohibited by FAR 15.610(e)(1). Use of this exception requires a detailed, explicit justification as to why the services that are being requested are in fact truly unique and that none of the other Encore primes (and all of their subcontractor team members) are able to provide the requested product or service.

**(3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order.** “Logical follow-on to a TO already issued under this contract” refers to TOs previously issued and for which at least a significant subtask has been completed, i.e., the follow-on order represents the next phase of tasks in an ongoing project.

**(4) It is necessary to place an order to satisfy a minimum guarantee.** The guaranteed minimum for each contractor is \$10,000.00 during the first three years only. Each awardee is permitted to market one requirement and have it placed as a task order under the Encore contract to satisfy the minimum guarantee, regardless of dollar amount.

**2. Fair Opportunity Process.** *If you have a competitive requirement, do not send the Selection Recommendation Document (SRD) (Attachment 5) in your initial requirements package. Complete and forward it after proposals have been received and a vendor selection has been made.* There are three parts to the fair opportunity process:

- The TM submits a final and complete requirements package to the KO in accordance with Chapter 3 of these guidelines.
- The KO requests proposals from all prime vendors that qualify for the task areas specified in the requirement (see Appendix A for vendor-applicable task areas). If the requirements package cites a fair opportunity exception, only one proposal will be requested from the appropriate vendor.
- The TM and KO conduct a simultaneous technical and cost evaluation. When an exception does not apply, either a best value or lowest-price decision is made concerning which vendor will be awarded a task order. Upon completion of the evaluation and best value or lowest price analysis, the TM prepares a SRD [Attachment 5](#). *If your requirement is being competed, do not include the SRD in the initial requirements package; it is completed after proposals are received and a vendor selection is made.*

a. Requirements Package. The TM assembles the requirements package, including all the items listed in the Encore Requirements Package Checklist at [Attachment 1](#) and forwards the package to DISA/DITCO, electronically by e-mail to [encore@scott.disa.mil](mailto:encore@scott.disa.mil). Upon receipt, the KO will typically request a proposal within a day or two (depending on current workload). The TM will be copy-furnished on that request so the TM will know that the package has been received and the contracting process has begun. The KO will review the requirements package to ensure that:

- It is complete in accordance with the formats and requirements specified in these guidelines.
- It is compliant with the scope of the Encore contracts. If a requirements package is determined by the KO to be outside the scope of the Encore contract, or if the package needs significant re-work, the KO will return the package to the TM with an explanation of the reasons for return without action.
- The rationale that supports use of a cited exception (if the final package cites a FASA-defined exception to fair opportunity). If, after review, the KO cannot approve the cited exception, the KO may request from the TM further documentation to support the exception. In the event the cited exception cannot be supported, the KO will return the requirements package to the TM without further action.

Note, as you begin preparation of your requirements package, keep in mind that since all prime contractors will have a fair opportunity to propose on each task order, customers must be sensitive to any possible conflicts of interests in dealing with many different contractors. It is the Task Monitor's responsibility to recuse himself/herself from participating in the selection process if he/she feels there is a conflict of interest as a result of an association with any of the proposing contractors. Consult your Office of Counsel for further instructions if you are unsure how to proceed.

b. Request for Proposals (RFP).

(1) Fair Opportunity Competitions.

(i) The KO solicits proposals from all Encore prime vendors by posting an RFP on the DITCO task order web page. Vendors are typically allowed between 7-10 days to prepare and submit offers. However, more or less time may be necessary based on individual requirements. Each RFP will indicate the proposal due date, technical proposal page limitations and evaluation criteria and their order of importance. Technical proposals may be either written or presented orally, dependent upon the requirements of the customer. If oral presentations will be used, the requirements package and the RFP will indicate the time and place for the presentations and what information the Offerors must present orally. Cost proposals must be submitted by the Offerors in writing.

(ii) Vendors may request written clarification of requirements, evaluation criteria and instructions to Offerors. Such requests for clarification shall be sent to the KO by e-mail (or uploaded to the web site) within one (1) working day. To avoid compromising the fair opportunity process, **only the Contracting Officer may communicate verbally with the vendors** concerning the RFP until after TO award. The TM and/or KO will answer clarification requests by return e-mail to all vendors usually within one (1) working day. As a result of clarification requests, the KO will determine if any revisions to SOW requirements or evaluation criteria are required, and if necessary, issue an amended request for proposal. The KO may extend the proposal due date in the event the TM fails to provide written clarification to the vendor within one (1) working day. Therefore, if the clarification is minor or administrative in nature, the vendor may wish to contact the KO prior to preparing a written e-mail.

(iii) Vendors must submit "no bid" replies or complete technical and price/cost proposals to the KO and TM simultaneously no later than the proposal due date. "No bids" should be submitted to the TM and KO by e-mail and shall reference the tracking number specified in the KO's letter request for proposal.

(2) Fair Opportunity Exception Applies. The contractor is generally allowed 7-10 days to prepare and submit a proposal. However, more or less time may be necessary based on the requirements. The TO proposal request issued by the KO shall set forth the proposal due date. Both the technical proposal and the cost proposal must be submitted by the contractor in writing. The vendor and TM may communicate verbally to clarify SOW or PWS requirements.

c. Proposal Preparation.

(1) Technical Proposal. Technical proposals can be either written or oral. Written technical proposals will be streamlined, normally no more than 10 pages, stating compliance with or exception to SOW or PWS requirements, risks, assumptions and conflict of interest issues. Proposals shall not merely restate SOW or PWS requirements. The technical proposal shall address, as a minimum:

- Technical Approach
- Key Personnel
- Quantities/hours of personnel by labor categories
- Other Direct Costs (ODCs)
- Risks

- Period of Performance
- Government-Furnished Equipment (GFE) and/or Government-Furnished Information (GFI)
- Security (including clearance level)
- Teaming Arrangement to include subcontracting

(2) Cost Proposal. The cost proposal includes detailed cost/price amounts of all resources required to accomplish the task, (i.e. man-hours, equipment, travel, etc.). As a minimum, the following data are provided:

(i) Firm Fixed Price (FFP)/Time-and-Materials (T&M). Identify labor categories in accordance with the Section B Labor Rate Tables and the number of hours required for performance of the task. The contractor must provide complete cost proposals that include the identification and rationale for all non-labor and ODC cost elements and identify any GFE and/or GFI required for task order performance.

(ii) Cost Reimbursement. The contractor provides an original cost proposal to the KO with copies of sanitized cost proposals submitted to the TM. Sanitized cost proposals exclude proprietary data, but must include the total labor amount and cost breakout of all ODCs. CR cost proposals must include, as a minimum, a complete work breakdown structure (WBS), with labor categories and hours which coincide with the detailed technical approach; development of loaded labor rates (breakout base rate and all indirect rates applied); and estimated costs and indirect rates for ODCs (supplies, equipment, travel, etc.).

d. Other Relevant Information. This information addresses other relevant information as required by the contract or requested by the TO RFP, as for example, in accordance with the Section H.20, Conflict of Interest, of the Encore contracts.

e. Evaluation.

(1) The contractor uploads technical and cost proposal for the KO and TM concurrent evaluation. The KO requests the TM perform a technical evaluation of the contractor's technical and cost proposal.

(2) When a fair opportunity exception does not apply, the TM conducts an evaluation based on the weighted evaluation criteria.

f. Past Experience/Performance Information. TMs may obtain past performance information on the Encore contract vendors by requesting such information from the KO. The KO will, in turn, query the DISA Past Performance System, or ensure access to the system for the TM to pull the necessary data directly. Another, less informative, method for collecting past performance information is by linking to the prime contractors' Encore contract web sites. These sites contain information for each prime and their subcontractors, about the type of work currently on contract, the management team in place, "success stories" of completed/underway work, and points of contact. TMs can obtain additional insight into the expertise and approaches inherent in the Encore contract teams and will also learn whom in the contractor's organizations to contact for additional information.

g. Technical and Cost Evaluation.

(1) If the initial technical evaluation reveals differences between the SOW requirements and the contractor proposals, discussions or negotiations between the TM/KO and contractor may be necessary. The TM informs the KO that discussions or negotiations are required and the KO contacts the contractor to initiate the process. ***Only the KO may request additional information or revised proposals. Discussions or negotiations between the contractor and the TM may take place only with the concurrence of the KO.***

(2) The KO and TM are responsible for protecting proprietary information from unauthorized disclosure. Proprietary information is information contained in bid or proposal; cost or pricing data; or any other information submit-



ted to the Government by a contractor and designated as proprietary. Any information a contractor considers proprietary must be marked as such in accordance with applicable law or regulation. All Government personnel involved in the administration and management of the Encore contracts share in this responsibility. TMs are required to protect a contractor's proprietary data and must notify the KO of any unauthorized disclosure.

h. Best Value Analysis (applicable when a fair opportunity exception does not apply).

(1) After all of the proposals are received, they are then evaluated and scored, depending on the basis of proposal evaluation that was chosen (see Chapter 3, Paragraph 8.c). If the requirement is primarily technically-sensitive, a best value trade-off analysis will better support the TM in determining which of the contractors, based on the TM's evaluation of different contractors' technical approaches, past experience performance and cost, represents the best choice by that TM to accomplish the work defined in the SOW or PWS. The TM assesses the contractors' technical proposals as well as past experience and performance and rates them against the defined evaluation factors. The TM then considers the different cost levels proposed and conducts a cost/technical trade-off to determine which contractor should be awarded the TO. In this scenario, the TM may determine that "best value" is represented by the contractor with the highest technical score, even if it is at a higher cost. If the requirement is primarily cost-sensitive, the TM should have chosen to evaluate proposals on a lowest-cost, technically acceptable basis and select the lowest-cost proposal that had been rated technically acceptable.

(2) In the event of multi-year task orders (i.e. those containing option year periods), the TM **must** use the entire life cycle cost in the best value trade off, unless it is otherwise specified within in the evaluation plan and vendors are made aware in the RFP letter, that only labor, or only base year costs, etc. will be evaluated.

i. Selection Recommendation Document (SRD). Once the TM has completed the evaluation and has made a vendor selection, or has determined that an exception to fair opportunity applies, the next step is to complete the SRD. The SRD format is contained at [Attachment 5](#). The SRD documents the results of the steps listed above, i.e. provides detailed rationale as to which of the Encore prime contractors that, given the information gathered and evaluated, represents the best value to that TM, given the nature of the requirement, or provides detailed justification for the applicable fair opportunity exception. Note that the completed SRD is considered "For Official Use Only."

j. Task Order Award.

(1) Notification and Award. The KO reviews the SRD and if in agreement with the TM, awards a task order to the vendor whose proposal has been selected. When a fair opportunity exception does not apply, the KO will also advise all competing vendors that had submitted proposals, but which were not selected, which vendor has been selected and will be awarded the TO.

(2) Debriefings. Note that if a non-selected contractor has questions as to why the TM did not select that company, the contractor may direct written or verbal questions to the TM. If contacted by any non-selected vendor, the TM may discuss why that contractor's proposal was not selected. However, the TM **may not 1) discuss results of the other contractors' proposals, 2) compare contractors' proposals to each other, or 3) allow the contractor access to the SRD.** Discussions concerning non-selected proposals may only focus on comparison to the Government's requirements and stated evaluation factors.

(3) Complaints. If any of the contractors not selected to perform the work believe they were not provided a fair opportunity to be considered or have any other related complaints, they may contact the designated contract ombudsman in Chapter 2, Paragraph 5.



### 3. Task Monitor Assignment.

a. Once the contractor's proposal has been reviewed by the TM and KO, and all pre-award issues have been resolved, the KO awards the TO by issuing a DD Form 1155 to the contractor. At that point, the contractor is authorized to begin work in accordance with the TO. Additional details regarding TO award are contained in Section G.6 of the Encore contracts.

b. The Primary and Alternate TMs are automatically appointed when the TO award is made. TM responsibilities are set forth in Chapter 5, Paragraphs 2 and 3.

**4. Requirements Package/TO Official File.** Upon completion of the SRD and submission of the package to DISA, the TM assembles an official file of all documentation (the SOW or PWS, the SRD, deliverables, etc.). The TM maintains the file until TO close-out.

**5. Task Order Modifications.** TO modifications are generally made to correct oversights or changes in conditions from the original TO. Modifications are appropriate to change administrative information; e.g., TM information, delivery date revisions, period of performance; and may be appropriate to add a limited amount of new work to a TO. However, if the proposed modification alters the scope of the TO, ***adds significant additional work or funding, substantially extends the period of performance, or incorporates other major changes, the KO will require the TM to submit a new requirements package in order to award a new TO.*** The KO makes the determination of whether a proposed change can be processed as a modification or if a new requirements package must be submitted.

a. Cost Modifications. The TM prepares a modified requirements package, which includes:

- One copy of the modified SOW or PWS, with all additions and changes marked by underlined text and all deletions marked with strikeout text
- IGCE reflecting increased or decreased funding
- Requirements Package Checklist
- New or amended funding document

b. No-Cost Modifications. For certain types of no-cost modifications, the prime contractor can initiate the modification package. Examples of the types of modifications covered by this procedure include:

- (1) Extension of the period of performance.
- (2) Due date change for one or more deliverable by more than fourteen (14) calendar days.
- (3) Labor remix; labor redistribution; or reallocation of funds between direct labor and ODCs.
- (4) The procedure is as follows:

- The contractor prepares a letter to the KO, through the TM, stating the nature of the requested change and the reasons the modification is required. The letter includes signature/date blocks for TM approval. If the no-cost modification is necessary to support the reallocation of funds from direct labor to other direct costs or vice versa, the contractor will prepare a revised cost proposal. If other changes are necessary, the contractor may be required to provide a revised draft version of the statement of work to the Task Monitor to support the suggested change(s).
- The TM provides approval using, the use of electronic signature (Chapter 3, Paragraph 9) and provides this approval directly to the KO, with a copy to the contractor. If the nature of the no-cost modi-

modification requires a revised SOW, the draft copy provided by the contractor will be updated by the TM and forwarded to the KO along with the approved letter.

- The KO receives the TM's approval, and required supporting documentation. The KO then makes a determination that the package is acceptable to support the issuance of a TO modification. If it is determined that the package is not acceptable as submitted, the KO will hold discussions with the TM as to what is necessary to make the package acceptable.

(5) This contractor-initiated process is the preferred process for simple no-cost modifications because it is faster and easier to process (i.e., the KO does not need to request a proposal from the contractor but can award a unilateral modification). However, the TM can elect to initiate requests for no-cost modifications as they would for a modification described in Paragraph 5, above, rather than using this procedure. **Reminder**, all requests for modifications that include changes in TO scope, new or changed tasks, new deliverables, or addition of funds must be prepared and submitted by the TM in accordance with Chapter 3.

c. The TM submits the modification package to DISA/DITCO electronically by e-mail to:

[encore@scott.disa.mil](mailto:encore@scott.disa.mil)

d. The DITCO KO will log-in the modification request and initiate the review and award process.

**6. Ordering Offices.** Contracting Officers at DITCO-Scott (AQS), DITCO-Alaska (AQA), DITCO-Pacific (AQP) and DITCO-Europe (AQE) are authorized to place task/delivery orders, and modifications thereto, against the Encore contracts for any U.S. federal agency and U.S. Allies. All orders processed by these DITCO offices will charge a 2% fee. The customer agency shall forward a funding document that covers the Independent Government Cost Estimate (IGCE) amount, plus 2% fee.

a. An external agency is defined as any contracting office that is a U.S. Federal Agency and not listed in Section G.10 of the contracts. Because it is funded by yearly appropriations, DITCO-National Capital Region (AQN) may not issue task orders against the Encore contracts.

b. U.S. Allies may not place orders against these contracts unless submitted to DITCO-Scott (AQS), DITCO-Alaska (AQA), DITCO-Pacific (AQP) or DITCO-Europe (AQE).

c. There are no approvals, coordination, reporting, or oversight imposed by DITCO-Scott (AQS) on these external agency contracting offices. They are empowered to place orders in accordance with the terms and conditions of the contracts, task order guidelines, the FAR, DFARS (as applicable), and their own agency procedures. The only oversight or coordination by DITCO-Scott (AQS) is through monthly or quarterly reporting from each of the contractors, for the purpose of tracking the aggregate contract ceiling.

d. The DITCO-Scott (AQS) Contracting Officers will not make judgments or determinations regarding task orders awarded under the Encore contracts by an external agency contracting office. All of the task orders are negotiable and these issues must be resolved consistently with external agency procedures and/or oversight.

e. External agency contracting offices may contact the DITCO-Scott (AQS) Contracting Officers for guidance and assistance.

f. The external agency customer shall add the Contract Line Item Number (CLIN) set forth in Section B of the contracts, entitled External Ordering Agency Fee, to add a 1% fee to each order placed under this contract. The contractor shall reject all orders placed by external agencies that do not include this CLIN.

g. The external agency customer shall not use any order numbers which are identified by using serial numbers beginning with 0001 thru 9999, which are reserved for DITCO-Scott (AQS). DoD agencies should use ordering numbers as specified in DFARS 204.7004(d)(2)(i). Non-DoD federal agencies may use any numbering system provided it does not conflict with either of these numbering systems.

## CHAPTER 5

### TASK ORDER MANAGEMENT

**1. Program Level Management.** DITCO-Scott (AQS) guides and monitors performance over the life of the Encore contracts. Several tools and methods are employed to manage these efforts in close concert with customer monitoring and evaluation efforts. These tools include the following.

a. In Process Reviews (IPRs). DITCO-Scott (AQS) may conduct IPRs for each contract periodically throughout the year. IPRs are designed to show the work accomplished and underway across functional and technical areas emphasizing the interrelationships between TOs (i.e., where work in one TO is building on outcomes of another, where several are being coordinated towards a common goal, etc.), to ensure the work is using approved standards, architectures and guidelines and is compliant with achieving an integrated and interoperable GIG, and to surface issues encountered during TO execution (i.e., discrepancies between customer approaches or requirements, lack of information or guidance needed to continue, etc.).

b. Executive Council Meetings. The Encore Executive Council, consisting of Program Managers from each Encore prime contractors, meets occasionally to share information on ways to streamline efficiency, avoid duplication of effort, and improve processes in support of DoD global integration activities. The council makes recommendations pertinent to DoD-wide integration by identifying issues and actions required for TO integration and to achieve consistency in operational methodology in implementation of plans.

c. Quarterly Progress Report (QPR). The QPR is prepared by each contractor and submitted to DITCO. It includes a summary of significant activities, problems and developments occurring during the reporting period, as well as cost and progress reports at the contract and TO levels. It provides a technical activity summary, organized by customer, on all task order work progress, cost, schedule data achievement of Small and Small Disadvantaged Business goals, funding data and projections.

d. Task Order Tracking. DITCO uses a central tracking system called Contract Status System (CSS) to monitor task order status throughout the life cycle of performance. This information is available for reporting pertinent metrics to management. DITCO also uses CSS to determine when task orders are approaching completion and provides notices to TMs alerting them to that fact.

e. Official Contract/TO File. DITCO maintains the official file for each Encore contract. The file contains each TO, modifications, correspondence, invoices, performance evaluations and deliverables.

**2. Task Order Management.** The TM provides “front line,” day-to-day monitoring of the TO during execution. A **mandatory TM responsibility** during TO execution is maintenance of an official file documenting all communications between the contractor and TM, which is provided to the KO at the time of TO completion. Detailed instructions are contained in Paragraph C below. The TM provides this file to the KO at the time of TO completion. Should either the Primary or Alternate TM change during TO execution, the KO must be notified immediately.

a. Task Monitor Surveillance. The most important means for measuring contractor performance and ensuring successful TO completion is planned surveillance effort to verify that contractor efforts project satisfactory and timely TO completion. The KO doesn't have the day-to-day relationship with contractor teams executing TOs that would allow meaningful surveillance. Therefore TMs are responsible for developing a surveillance plan that outlines the use of existing reporting tools and other methods of objective and subjective observations to track contractor performance, timeliness and quality of deliverables, etc. The plan does not need to be in a particular format but should list the subjective and objective measurements that will be used to assure timeliness, quality and reasonable cost results.

(1) Subjective measurements that affect performance and which can be viewed through day-to-day interaction include:

- Cooperation
- Problem Solving
- Problem Avoidance
- Correct Staffing Levels
- Adopted Efficiencies
- Effective Use of Office and Communication Tools
- Attendance
- Overall Professionalism

(2) Objective measurements include:

- Deliverables
- Correspondence
- Meeting Minutes
- IPRs
- Reporting

b. Acceptance and Evaluation of Deliverables. Section E.2 of the Encore contracts states that each task order will designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. This responsibility is delegated to the TM by a designation letter signed by the KO. When appropriate, the TM should complete an evaluation of any major technical deliverables received during TO execution. "Major technical deliverables" are the significant technical items (reports, plans, specifications, software, etc.) that are the outcomes of the tasks contained in the SOW or PWS. Items such as status reports, meeting minutes, trip reports, i.e., routine status and informational deliverables, are generally not considered major technical deliverables. The Encore Major Deliverable Evaluation form, [Attachment 11](#), shall be submitted by the TM for each major technical deliverable. The form is accessible at the Encore web site. Rejection of deliverables must be documented in writing to the KO with recitation of the requirement and statements of how the contractor failed to meet those requirements. The TM is responsible for ensuring that all rejections are properly documented and notification provided to DITCO-Scott (AQSC4) within five (5) calendar days after invoice receipt date. In the event a TO deliverable requires C4I interoperability, inspection and acceptance criteria shall include that the requiring activity will obtain appropriate certification/accreditation, i.e. certification by DISA, Joint Interoperability Test Command.

c. Invoice Processing and Disbursement. Performance on Encore TOs is documented through the contractor's invoices. The contractor has an obligation to perform in an acceptable manner. The Government has an obligation to accept or reject that performance in a fair, reasonable and timely manner. The TM is designated the responsibility for reviewing invoices submitted by the contractor and verifying that the services and any other direct costs indicated were received. The TM makes this verification in writing, using the Encore Task Order Invoice Review/Approval form, [Attachment 8](#) within five (5) calendar days of invoice receipt. ***If acceptance/rejection is not received from the TM within seven (7) calendar days, TM acceptance is assumed and the invoice will be processed for payment.*** The TM shall contact the contractor directly to obtain additional invoice copies if original invoices were not received by the TM. All payments for products and services provided under Encore task orders are made by the DITCO Financial Management Services Division (AQSC4). See the Encore contract, Section G.5, Preparation of Vouchers, for additional, detailed instructions.

(1) Cost-Reimbursement and Time-and-Materials TOs Which Include Other Direct Costs (ODCs). The Encore contractor will send the original invoice for services performed to DCAA, with a copy to the DITCO-Scott Finance Office and to the TM. If the prime contractor has a DCAA-approved accounting and billing system, typically only the

first and final invoices will be routed through DCAA. Original invoices will be provided directly to DITCO with a copy to the TM. The DITCO finance office will forward a request for rejection or acceptance to the Task Monitor and Alternate Task Monitor on record. It is the responsibility of the TM and/or Alternate TM to review the invoices. If the TM does not raise a concern via e-mail to the DITCO finance office and the Contracting Officer, the DITCO Finance Office will process the invoice for payment through DFAS Pensacola.

(2) Firm Fixed Price and Time-and-Materials TOs for Labor Only. The Encore contractor will send the original invoice for services performed to the Finance Office, with a copy to the TM. It is the responsibility of the TM to review the invoice. The TM will forward a copy of the certified invoice to the Finance Office, which in turn issues payment to the contractor.

d. Past Performance Evaluation. The TM is required to evaluate the contractor's performance on a periodic basis. These past performance evaluations are made available to Government customers seeking to use the Encore contracts, to the prime contractor who performed the work, and to Government source selection organizations that need past performance information to conduct contract source selections. Evaluations are submitted to the Past Performance Information Management System (PPIMS), a past performance collection tool that feeds the DoD's central repository for the collection and utilization of past performance information. PPIMS is a web-enabled tool for the TM to evaluate the contractor's performance and for the Contracting Officer and contractor to review, comment on and approve evaluations. The tool can be accessed at <https://apps.rdaisa.army.mil/ppims/prod/ppimshp.htm>. When required, the TM will be prompted via e-mail to perform an evaluation. Permissions and passwords can be obtained by registering at the PPIMS web site.

(1) As performance-based services contracting is integrated into Encore requirements, the TM will evaluate both the quality of the products and services delivered and the manner in which it is produced. Performance evaluations will serve as an incentive to contractors as ratings reflecting exceptional service, at lower cost, ahead of schedule will identify the contractors who will ultimately be awarded through the fair opportunity selection process.

(2) As TOs are awarded and completed under Encore contracts, current performance reports will supersede past performance information contained in the original database. Actual total costs to perform the TO versus anticipated or should-costs estimated prior to TO award will be included as a factor in Encore past performance evaluations. This factor will be expressed as a (+) or (-) percentage of the should-cost.

e. Task Order Close-Out. Upon task order completion, the TM shall:

(1) Forward a statement to the KO that the task order has been satisfactorily completed.

(2) Appropriately dispose of any GFE/GFI prior to the task order close-out. Refer to contract Section H.12, Government Property, of the Encore contracts for further details.

(3) Dispose of any classified material received or generated by the contractor in accordance with applicable security regulations.

(4) Retain and/or dispose of the task order file and associated documentation following task order completion. Consult the KO for proper disposition of documents prior to disposal.

(5) For cost-reimbursement task orders, the contractor submits the final voucher for costs incurred (as accepted by the TM during TO execution). Along with the final voucher, the contractor must provide a completion letter indicating that all costs have been accounted for and billed. The final voucher is sent through normal channels for final payment in accordance with Section G.5, Preparation of Vouchers, of the Encore contracts.

**3. Task Monitor Appointment.** The Primary and Alternate TMs identified in the statement of work are automatically appointed through issuance of the TO or modification. The TM is responsible for ensuring that the TO is administered properly and is responsible for performing the following:

a. Read the Encore Contract. If you don't have a copy of the Encore contract, information about the contract and where to obtain a copy is available on the web at:

<http://www.disa.mil/acq/contracts/encorcontract.html>

b. Read the TO. Along with the contract, the TO is the basis on which the contractor has been hired. You will also find it helpful to review and keep in your records a copy of the contractor's final technical and cost proposals that were incorporated by reference into this task order.

c. Read the Encore TO Guidelines. These guidelines contain information you will find helpful in understanding roles and responsibilities and in establishing techniques for executing your TM responsibilities.

d. Establish Inventory Controls. As applicable, maintain and verify inventory listings of Government property (whether Government-furnished or contractor acquired) in the contractor's possession to facilitate proper disposition of the property at contract close-out.

e. Excess MIPR Funds. The award of referenced order obligates funds in the amount as stated on the order. ***Excess funds, if any, must be withdrawn via MIPR amendment so that DITCO-Scott (AQS) may return them to your organization for future use prior to funds expiring.***

f. Ensure the Government Meets its Obligations to the Contractor.

- Provide any Government-Furnished Equipment (GFE) and/or Government-Furnished Information (GFI) specified in the TO SOW.
- Provide timely Government comment on, or approval of, deliverables specified in the TO SOW.
- Coordinate any applicable site entry for contractor personnel.

g. Monitor the Contractor's Work.

- Ensure the contractor completes the requirements of the TO within the specified period of performance.
- Resolve technical differences not involving changes to the TO scope (all technical questions which cannot be resolved, any proposed alteration or changes to the TO scope, and all unresolved differences must be reported to the Contracting Officer).
- Keep track of hours worked on tasks and costs (e.g., travel, materials, etc.) in order to verify monthly invoices.
- Initiate in writing to the Contracting Officer notice of any changes needed in the TO SOW.

h. Receive, Review and Affect Disposition of Deliverables.

- Provide timely Government comment on, or approval of, deliverables specified in the TO SOW.
- Perform an evaluation of each deliverable as specified in the Task Order Guidelines.

i. Track and Verify Costs.

- Review invoices for acceptability to include verifying that the services indicated were received, hours listed are the actual hours worked, and the explanation that Other Direct Costs (ODCs) are correct.



- E-mail the Invoice Approval/Rejection Letter (Attached 8 to these Guidelines) to [INVOICERECEIPT@scott.disa.mil](mailto:INVOICERECEIPT@scott.disa.mil). To comply with the provision of the **Prompt Payment Act (PL 97-177)** and to prevent the incurrence of interest penalties for late payment, the Invoice Approval/Rejection Letter must be emailed to [INVOICERECEIPT@scott.disa.mil](mailto:INVOICERECEIPT@scott.disa.mil) within 5 calendar days after receipt of the invoice.
- Pre-approve and monitor travel performance under the TO.

j. Notify the Contracting Officer in Writing of Problems, Including:

- Any performance failure by the contractor.
- If you anticipate that the TO will not be completed on time.
- If you anticipate that the cost for completing the TO will exceed the amount authorized on the TO.
- Any indication that costs being incurred are not appropriately chargeable to the TO.

k. TO Closeout. Make certain any classified material received or generated by the contractor is disposed of in accordance with applicable security regulations.

l. Record-Keeping. As TM, you are required to maintain records that sufficiently document your performance as TM for this TO. One file is unofficial and shall contain the documentation listed in paragraph g(1) below and is for your use. The second file is an official file and shall contain the documentation listed in paragraph g(2) below and shall be provided to the DITCO Contracting Officer upon TO completion.

- TM Unofficial File. This file should include a copy of this TM designation letter, a copy of the TO and all subsequent TO modifications; and a copy of each TO invoice reviewed, verified and forwarded for certification and payment.
- TM Official File. A copy of all correspondence between TM and the contractor and all written memorandums recording, in detail, any significant communications between the TM and the contractor (e.g., record of meetings or telephone conversations where the TM provided the contractor technical direction or interpretation under the TO).

m. Restrictions. There are certain things a TM is specifically not authorized to do.

- You are **NOT** authorized to negotiate terms or make any agreements or commitments with the contractor which will modify the terms and conditions or the scope of the work contained in the contract or in the TO. Such changes can be made only by the Contracting Officer. If you have any questions about this appointment, contact the Contracting Officer.
- Ensure that the contract is **NOT** administered in a manner that makes it a personal services contract. A personal services contract is a contract that is administered in a manner that makes contractor personnel appear, in effect, to be Government employees. In a personal services arrangement, the relationship between the Government managers and contractor employees resembles an employer-employee relationship. In personal service situations there is relatively continuous supervision and control of contractor employees by Government employees. **PERSONAL SERVICE CONTRACTS ARE EXPRESSLY PROHIBITED BY 5 USC 3109 and FAR SUBPART 37.1.**

## **Appendix A**

### **Encore Prime Contractors and Task Area Descriptions**

A list of all Encore prime contractors, with links to their web sites, is maintained on the Encore web site at <http://www.disa.mil/D4/diioss/encorechar.html>. Prime contractors that were awarded contracts in the full and open category are capable of performing task orders that encompass any or all of the eleven Encore task areas. They are:

#### **Full and Open Prime Contractors**

- Computer Sciences Corporation (CSC)
- Electronic Data Systems Corporation (EDS)
- Lockheed Martin Integrated Systems, Inc.
- Northrop Grumman Information Technology
- **Northrop Grumman Mission Systems**
- Unisys, U.S. Government Group

Prime contractors that were awarded contracts in the small business set-aside category are also capable of performing task orders that encompass any or all of the Encore task areas.

#### **Small Business Set-Aside Prime Contractors**

- Analytical Services, Inc. (ASI)
- Pragmatics, Inc.
- TranTech, Inc.

The Encore contracts include a goal of setting aside 25% of all new task order requirements per year for competition among the small business primes only.

#### **Encore Task Areas**

**Task Area 1 - Enterprise IT Policy and Planning.** This task area addresses technical and programmatic support to assist departments and agencies with all aspects of planning, engineering, fielding and operating IT systems and resources. It provides technical support for review, analysis and coordination of processes, policy, doctrine, directives, regulations and implementation of instructions for the DoD and other Federal agencies.

**Task Area 2 - Integrated Solutions Management.** The requirements of this task area include management and technical support for research, analysis recommendation and documentation of integration issues and approaches. The issues and approaches considered under this area evolve from a variety of sources such as external audits, technical reports, Federal standards, operational policies and doctrines, technical guidelines, benchmarking and best practices.

**Task Area 3 - Performance Benchmarking.** This task area includes program, functional, technical and data benchmarking efforts and development of related benchmarking tools and methods for integration. The contractor shall consider current and emerging technologies, DoD, Federal, State and Local Government information infrastructures and ongoing and future IT systems support. This task area also provides for baselining of existing legacy systems, which is the first step in the selection of migration systems supporting functional activities. The contractor shall develop a baseline inventory to show the “as-is” process and underlying information systems and technology.

**Task Area 4 - Business Process Reengineering.** BPR is an approach for improving organization performance and includes services needed to implement new or revised business or functional processes. BPR examines organization

goals, objectives, structures/hierarchies, cultures, systems and roles for the purpose of executing a ground-up redesign for achieving long-term, full-scale integration.

**Task Area 5 - Requirements Analysis.** Design, develop, install, test and validate applications and databases to determine optimal cross-functional solutions for integration concepts and problems integral to the integration process. The contractor shall also develop schedules and implementation plans with definable deliverables, including parallel operations where required, identification of technical approaches and a description of anticipated prototype results.

**Task Area 6 - Market Research and Prototyping.** This task area includes operation and maintenance of prototype applications and databases to determine optimal cross-functional solutions for integration concepts and problems integral to the integration process.

**Task Area 7 - Information and Knowledge Engineering.** This task area includes development of information flow models across functional domains; functional data models; standardization and implementation of common data elements; prototyping, development and implementation of shared databases in standard/common/migration system or systems; and development of data migration strategies to identify the plans and processes for the transition of legacy data to shared data through the utilization of data standards.

**Task Area 8 - Custom Application Development.** Design, develop, document and test custom applications and their infrastructures including but not limited to technical support and documentation preparation and control. Standard/ common/migration application development will generally occur through modification of one or several legacy applications and/or will be built primarily by use of commercial off-the-shelf (COTS) or mainline commercial products (MLCP) and services.

**Task Area 9 - Product Integration.** Integration strategies are structured processes to reduce the large number of legacy systems to a more manageable, cost-effective, standard number of standard/common/migration applications as the DoD, other Federal agencies, and state and local Governments transition to their target information architecture supporting interoperability and cross-functional data sharing. Integration strategies encompass those functional and operational activities required to develop plans and methodologies for the successful migration of legacy information systems, databases and infrastructure to an integrated environment.

**Task Area 10 - Test and Evaluation.** Technical support for early operational assessments, development testing and operational test and evaluation for IT systems, including families of systems, individual mission critical systems and business systems. Specific T&E tasks may include, support to Government T&E IPTs, general T&E planning and execution, analysis of test requirements, selection of test methods and identification of performance measures.

**Task Area 11 - Licensing and Support.** Provides application installation support services for all aspects of installing approved standard/common/migration applications/systems. Also provides applications operation systems operation support services to include technical and administrative support for standard/common/migration applications or systems. All services provided under this task area shall use and be integrated with approved Federal, DoD, and state and local standard communications, security, data and other defined technical specifications.